

SIDE LETTER

This SIDE LETTER is made by and between the Colchester Board of Education (hereinafter the "BOARD"), and the Colchester Federation of Educational Personnel, Local 3279 AFT-CT, AFL-CIO (hereinafter the "UNION"), both of which are sometimes hereinafter referred to as "the parties".

WHEREAS, the BOARD and the UNION are parties to a collective bargaining agreement covering the period July 1, 2021 to June 30, 2024 (the "Agreement").

WHEREAS, the parties have mutually identified a desire to provide probationary employees with access to contractual insurance benefits prior to the end of the contractual probationary period.

WHEREAS, in order to effectuate this change in benefits, the parties have agreed to revise the Agreement as set forth below.

Paragraph 1. Effective July 1, 2021, the parties agree to revise Article IV, Section F as set forth below:

F. Probation:

New employees shall serve a probationary period of seventy-five (75) working days, which do not include days missed because of illness or other leave. Employees shall have no seniority rights during this period nor paid personal leave time, but shall be subject to all other provisions of this agreement, except the right to grieve any disciplinary matters through the grievance procedure. All employees who have completed the probationary period shall acquire length of service records as of the date of their employment, within the bargaining unit. During the first thirty (30) calendar days of an employee's probationary period, an employee shall not be eligible for insurance coverage, except as may be required by law. After the first thirty (30) calendar days of employment, an employee may elect to receive coverage subject to the requirements of Article XI.

Paragraph 2. The terms of this SIDE LETTER are recognized as a joint agreement by the BOARD and the UNION, and the terms thereof shall not be subject to any grievance, administrative, judicial, or other challenge except where necessary to enforce the specific terms of the SIDE LETTER.

Paragraph 3. The validity, effect and operation of this SIDE LETTER shall be determined by the laws of the State of Connecticut.

Paragraph 4. The BOARD and the UNION affirmatively state that they have a full understanding of the contents of the SIDE LETTER and the effects thereof; and that they have executed the same voluntarily and of their own free will, without any coercion.

Paragraph 5. The signatures below indicate that this SIDE LETTER has been fully approved by the parties and they have the capacity to act on behalf of their representative entities.

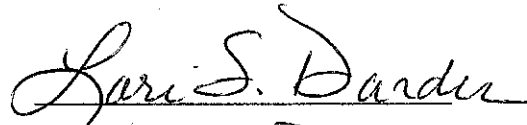
Paragraph 6. The parties acknowledge that the revised provisions of **Article IV, Section F., Probation**, as set forth in this SIDE LETTER shall be considered as current contract language for the purposes of the parties' negotiations for a successor agreement to the collective bargaining agreement between the parties effective July 1, 2021 through June 30, 2024.

The signatures below indicate that this SIDE LETTER has been fully approved by the parties and they have the capacity to act on behalf of their representative entities.

Agreed to and approved by the undersigned, this _____ day of _____, 2021.

FOR THE BOARD

FOR THE UNION


Lori S. Darder
Vice President